

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

PAUL DEL GROSSO and
ESTHER DEL GROSSO,

Plaintiffs,

vs.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY and
STATE FARM FIRE & CASUALTY CO.,

Defendants.

Case No. 4:09-cv-01940CAS

MOTION TO ALTER OR AMEND JUDGMENT

Come now Defendants and for their Motion state:

1. The Court entered judgment against both Defendants jointly and severally in the amount of \$360,000.00.

2. Defendant State Farm Mutual Automobile Insurance Company issued all of the policies stipulated to apply in this case. See attached Stipulations, electronically filed as document 50.

3. The Declarations Page from Exhibit 63 for Policy Number 3695175-A11-25K shows its uninsured motorist vehicle coverage limits were \$50,000.00. The Declarations Page from Exhibit 66 for Policy Number 121 4050-D03-25 shows its uninsured motorist vehicle coverage limits were \$50,000.00. The Declarations Page for Exhibit 81, Policy Number 157 9903-A07-25B, shows its uninsured motorist vehicle coverage limits were \$100,000.00. The Declarations Page from Exhibit 82, Policy Number 385 8188-D29-25D, shows its uninsured motorist vehicle coverage limits were \$50,000.00. The Declarations Page from Exhibit 83 for

Policy Number G12 2024-D16-25C shows its uninsured motorist vehicle coverage limits were \$50,000.00. These were the only policies stipulated by the parties to apply in this case.

4. None of the aforementioned policies were issued by State Farm Fire & Casualty Company. Accordingly, State Farm Fire & Casualty Company should either be dismissed or the judgment against it should be set aside as it is not supported by the evidence.

5. The judgment against State Farm Mutual Automobile Insurance Company on the breach of contract claim is limited to the amounts of coverage available under the policies, a total of \$300,000.00. The Court should amend the judgment to be \$300,000.00 on Plaintiffs' contract claim against State Farm Mutual Automobile Insurance Company.

WHEREFORE, Defendants pray the Court to set aside the judgment, or alter or amend the judgment to reflect that judgment is entered for State Farm Fire & Casualty Company on Plaintiffs' claim for relief against it and that Plaintiffs' judgment against State Farm Mutual Automobile Insurance Company is \$300,000.00, and for such other further relief as the Court deems just and proper.

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I hereby certify that on March 7, 2011 the foregoing was filed electronically with the

Clerk of Court to be served by operation of the Court's electronic filing system upon the following:

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